

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

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Albert E. Percy and Percy Jobs and Careers Corporation an  
IRC 501(c)(3) non-profit, as Class Representatives,  
Class Plaintiff,

-against-

COMPLAINT

CASE No. 20-cv-06131-NG

I Grace Co, I M Robbins Consulting Engineers, I Perceptions, I Rise, I S Systems Inc, I Spiewak & Sons Inc, I.M. Robbins, P.C Consulting Eng, Iac/Interactivecorp, Iace Travel, Ian Karr Assoc Inc, Iannelli Construction Co Inc, Iatse National Benefit Funds, Ibc Groups, Ibc/Shell Packaging, Iberostar 70 Park Avenue, Ibm, Ibm Ix, Ic Bus Inc., Icahn Charter School 6, Icahn School Of Medicine At Mount Sinai, Icahn Stadium, Icas Networking Cables Services, Icav, Icc Chemical Corp, Icd, I-Chd, Icl, Icon Development & Constr LLC, Icon Interiors Inc, Icon Magazine, Iconic Mechanical, Icor Associates, LLC, Ics Builders Inc, Ics Consulting Partners, Ics Software Ltd, Icsc, Id Public Relations, Idc Construction, Ideal Interiors Group, Ideals App, Identity Media, Ideo, Idesco, Ids America Inc, Idust Cleaning Svc, Ieh Corp, Iese Business School, Iesi Ny Corp, Ifac, Ifetayo Cultural Arts Academy Inc., Igetsmart, Iggi App Inc, Igx Construction LLC, Ihg, Ihs Markit, Ilevel Solutions LLC, Ilw.Com, Image Axis Inc, Image Office Environments LLC, Imagemediacom, Imageon Consulting, Imagework Technologies Corp, Imaginary Forces LLC, Imagination The Americas Inc, Imagine Software, Imagineer Technology Group, Imc Corp, Imesh Inc, Img Artists, Immigration Equality Inc, Immigration Filing Svc, Impact Absorption Inc, Impact Displays, Imperium Construction, Impulse Dynamics (Usa) Inc., Inspire Kids, In Demand L.L.C., In Depth Inc., Inamul Haq Md, Ind Living Assn Inc, Indbim, Indcorp Fiscal Services Inc, Independence Care System, Independence Residences Inc, Independent Coach Corporation, Independent Components Corp, Independent Living Association, Inc, Independent Temperature Control Systems, Indicative Inc, Indigo Moon Inc, Individual, Indus Architect PLLC, Industrial Pump & Repair, Infinate Software Solutions, Infiniticare Inc, Infinity Consulting Solutions, Infinity Contracting Services, Infinity Sunguard, Influenster, Info Desk Inc, Info Tech Innovations, Info Tran Engineers, Infogrames Inc, Infor Inc, Informa Healthcare, Information Builders, Inc., Information Management Network, Infoserve Technologies Corp, Infosys Technologies Ltd, Infrontwebcom, Infusion, Infusion Development Corporation, Ing Financial Services LLC, Inge Design, Ingram Yuzek Gainen Carroll and Bertolot, Ingrao Inc, Ingrid Finance, Initiatives LLC, Ink, Ink 48 Hotel, Inlight Electrical Corporation, Inner Space Systems Inc., Innisfree M & A Inc, Inniss Construction Inc, Innov Remodeling and Contracting Inc., Innovative Construction, Innovative Electric Of New York, Innovax-Pillar, Innovid, Innovo Property Group, Innside New York No Mad, Insall Scoot Kelly Institute, Insight Communications Co. In, Insight Out Of Chaos LLC, Insight Venture Management, LLC, Insite, Insite Advantage, Instep Marketing Inc, Instinet, Instit For Transportation and Dev Policy,

Institute For Community Living, Institute For Family, Institute For Intl Research, Institute-East West Medicine, Institute-Urban Family Health, Institutional Investor LLC., Intan Corp, Intech Industrial LLC, Integral Contracting Inc, Integral Yoga Institute, Integrated Holding Corp, Integrated Construction Inc, Integrated Power Services, LLC, Integrated Project Delivery, Integrated Security Svc, Integrated Strategic Resource, Integrated Structures Corp, Integrative Medical Outpatient, Integrity Communication Tech. LLC., Integro, Intelcom Solutions, Intelleges.Com, Intelligreen Partners LLC, Intellitec Securities Svc Inc, Inter Contracting Corp, Inter Laperuta Jv, Inter Parts Industries Inc, Interactive Corporation, Interactive One, LLC, Interboro Attorney Svc Corp, Interborough Developmental, Interbrand Gertsman & Meyers, Interbrand Health, Intercept Interactive Inc., Intercounty Paving Associates, Interfaith Medical Center, Interim Healthcare, Interior Alterations, Interior Building Svc Inc, Interior Construction Corporation, Interior Renovations, Interlaken Capital Aviation, Intermediate Capital Group, Inc., International Biometric Group, LLC, International Brotherhood, International Business, International Business Machines, International Culinary Center, International Duplication Ctr, International Federation-Accts, International Flavors and Fragrances Inc, International Institute, International Interior Design, International Legal Foundation, International Management, International Multiple, International Planned, International Recovery Systems, International Rescue Committee, International Value Advisers, LLC, Internet Garage, Interphase Electric Contractor Corp, Intersoft Associates, Intersystems Corp, Inter-Wire Midwest Inc, Intl Instit For Learning, Inc, Intra Build Construction, Intralinks Holdings, Inc., Intralogic Solutions, Intricate Construction Inc, Intuition, Investcorp International, Inc., Investment Management Svc, Inwood Community Svc Inc, Ion Trading, Inc, Ionaprep, Ip Blue, Ipanema Press, Ipeor Inc, Ipreo Holdings LLC, Ipreo LLC, Ipro, Iqor, Iqpc, Iradix LLC, Irc, Irep, Irisvr Inc, Irm LLC, Iron Bridge Constructors Inc, Irving Haase, Irving Place Capital, LLC, Irving Rubber & Metal Co, Irwin Lewin Cohn & Lewin, Isabella Geriatric Center, Isda, Ishta Yoga, Isis Plumbing Inc, Island Auto Group, Island Cardiac Specialists, Island Charter Inc, Island Eye Surgicenter, Island International Exterior, Island Medical Group, Island Musculoskeletal Care, Island Neurological, Island Pavement Cutting Co., Island Peer Review Inc, Island Photography, Island Rehab, Island Rock, Ismael Leyva Architect Pc, Isobar, Israeloff Trattner and Co, Israeloff Trattner Co, Issac & Stern Architects, Italian Trade Commission, Itau, Ithaka Harbors Inc, Itochu Prominent Usa LLC, Itr Industries Inc, Itrs Group, Itt Corporation, Ivoire Car Svc, J & B Body Work, J & D Carrying & Construction Corp., J & G Electrical Corp, J & G Electrical Corp., J & J Bronze & Aluminum, J & J Johnson General Cntrctng, J & N Construction Group Corp, J & S Supply Corp, J & Y Electric and Intercom Company Inc, J Anthony Enterprises, J Atacama Inc, J B Waste Oil Co, J C C Construction Corp, J D Robinson Inc, J Dannunzio & Sons, Inc., J Ferreira Construction Inc, J Foster Phillips Funeral Home, J Frankl C Mallea Associates Architects Engineers, J G Salas & Sons Inc, J J Creations Inc, J J Curran & Son Flooring, J J Rosenberg Elec Contrs Inc, J J Sedelmaier Productions Inc, J K B Contracting, J Kokolakis Contracting Inc, J L J Iii Enterprises Inc, J Pizzirusso Landscaping, J S D Construction Group, J Smith Assoc, J Sussman Inc, J T Cleary Inc, J T Falk & Co LLC, J Tang Co Inc, J W P Welsbach Electric Corporation, J&H Electrical Contracting Inc, J&N Construction Group, J. Crew Inc., J.

J. Curan & Son, Inc., J. Petrocelli Contracting, Inc., J. Pizzirusso Landscaping Corp., J. Walter Thompson Company, J.B. Homer Associates, Inc., J.Calnan & Associates Inc, J.G. Electrical Testing Corporation, J.P. & C. Construction, Inc, J.Pizzirusso Landscaping Corp, Jacan Plumbing & Heating, Jack Green & Assoc, Jackie Robinson Swimming Pool, Jackson Lewis LLP, Jacob A Riis Neighborhood, Jacob Civil Consultants, Jacob Fuchsberg Law Firm, Jacob K Javits Convention Center, Jacobi Medical Center, Jacobi Pediatric Clinic, Jacobs, Jacobs & Burliegh LLP, Jacobs Engineering, Jacobson Mermelstein & Squire, Jacoby & Meyers LLP, Jaffe & Koumourdas, Jaffe A A Div-Sandberg-Skrsk, Jaidan Industries, Jaidan Industries Inc., Jam Consultants Inc, Jamaica Anesthesia Assoc Pc, Jamaica Bearings, Jamaica Hospital Medical Center, Jamcob Electric LLC, James A Jennings Co Inc, James C Lomax Construction, James Corner Field Operations, James E Fitzgerald, James F. Volpe Elect Const Corp, James H Maloy Inc, James Hotel, James Lynn Law Offices, James M Abramson Law Office, James Ontra, Jams, Inc., Jan Hird Pokorny Assoc Inc, Jan Renovation, Janco Inc, Janover LLC, Jansen Hospice-Palliative Care, Janson Goldstein LLP, Jaral Properties Inc, Jared F Brandoff Md, Jaros Baum & Bolles, Jaroslawicz & Jaros PLLC, Jarro Building Industries Corp, Jasa-Jewish Assn For Svces, Jasci Jasci, Jaspen Schlesinger LLP, Jasper Venture Group, Javu Technologies Inc, Jawonio Inc, Jay Goldberg Law Office, Jay S, Jay Suites, Jaysan Contracting Corp, Jazz At Lincoln Ctr, Jb Martin Co, Jb Screen Ptg & Embroidery, Jcc Construction, Jcc Lillian Schwartz Day Cmp, Jcdecaux North America Inc, Jc-Duggan Inc., Jdc LLC, Jdf Interiors, Jdm Contracting, Jdrf International, Jdx Consulting Ltd, Jed Engineers, Jed Foundation, Jeffer Funeral Homes, Jeffrey Mullooly Rooney Flynn, Jeffrey Samel & Partners, Jek Communications Inc, Jemco Electrical Contractors, Inc., Jen-El Construction Corp, Jenkins & Huntington, Jenner and Block LLP, Jennifer Doyle, Human Resources Specialty Care, Jennison Associates, Jerrick Associates Inc, Jerry Ganz Inc., Jerusalem Petroleum C, Jes Plumbing & Heating Corp, Jet Way Security, Jetblue Airways Corporation, Jethro Data, Jetro Holdings, LLC, Jett Industries Inc, Jewel Electric Supply Co., Jewel Hotel, Jewish Agency American, Jewish Center Of Brighton Beach, Jewish Child Care Association, Jewish Community Ctr, Jewish Federations, Jewish Home Lifecare, Inc., Jfj Fuel Inc, Jfk Advanced Medical Pc, Jfk International Air Terminal LLC, Jfk&M Consulting Group, Jgmv - Video & Photo, Jgn Construction Corp, Jgn Maintenance, Jiji Press America Lid, Jim Henson Co, Jimlar Corporation, Jkb Contracting Inc, Jlg Architectural Products, Jlj Enterprises Inc, Jm Consulting, Jmc, Jmc Stone Corp., Jmd Building Products LLC, Jmj Electrical Corp, Joadem Corp., Job Path, Inc., Jobco Inc, Jocar Asphalt LLC, Joe Schneider Construction, Joel Berman Assoc Inc, Joele Frank Assoc LLC, Joes Pest Control, John A Hartford Fdtn, John A Lanzzone Md, John A Vassilaros & Son Inc, John Ciardullo Assoc, John Civetta & Sons Inc, John Dineen Contracting Co., John E Osborn Pc, John Gallin & Son, John Grando Inc, John Nicelli Law Offices, John P Picone Inc, John Petrocelli Construction, Inc, John Weidl Assoc Inc, Johnson & Hoffman LLC, Johnson Bros Inc, Johnson Tannen Brecher Fishman, Jomark, Jonan Products and Services, Inc., Jonas Upholstery, Jonathan Arnold Inc, Jonathan Beth Conslns Ny LLC, Jonathan C Reiter Law Firm, Jonathan Levine Photography, Jonathan Moore Atty Law Ofc, Jonathan Rose Companies, Jones Jones Larkin & O'connell, Jones Lang Lasalle, Joralemon Associate, Jorama Consulting Inc, Jordan Edmiston Group,

Jordan Opticians, Jos H Lowenstein & Sons Inc, Joseph Dibenedetto Law Office, Joseph Donovan, Joseph L Balkan Inc, Joseph Lombardi Pell, Joseph M Sanzari Inc, Joseph P Addabbo Family Health, Joseph Papp Public Theatre, Joseph R Loring & Assoc Inc, Joseph Shalhoub & Son Inc, Joseph Weinstein Elec Corp, Jou Jou Designs Inc, Joy Construction Corp, Joystick Interactive Corp, Joyva Corp, Jp Construction Inc, Jp Hogan Coring and Sawing C, Jp Marking Inc, Jp Mchale Pest Management Inc, Jp Morgan Chase, Jp Morgan Chase Na, Jpl Industries, Jpp Plumbing LLC, Jpr Builders 07 Inc, Jpr Mechanical Inc, Jr Cruz Corp, Jri America Inc, Jrm Construction Management, Js Reps Corp, Js Partners Inc, Jt Cleary Inc, Jt Roselle Lighting & Supply, Jtp Plumbing, J-Track LLC, Judicial Paralegal Svc, Judith Heintz Landscape Architecture, Judlau Contracting Inc, Julian A Mcdermott Corp, Jun Wang & Assoc, June Jacobs Labs, LLC, Junior Achievement Of New York, Juno Healthcare Staffing Syst, Jupiter Environmental Services, Juris Solutions Inc, Just Real Construction, Justworks Inc, Juva Skin & Laser Ctr, Jvn Restoration Inc, Jw Michaels and Co. LLC, Jwalk, Jzanus Home Care Inc, Jzn Engineering, Pc., K & K Construction Inc, K & L Management Consulting, K & M, K & V Construction, K B Assoc Inc, K D One Construction Inc, K M Assoc Of Ny Inc, K M Electric, K S Engineers, K V Power Electric Inc, K W Tech Corp, K&A Engineering Consulting P, K.P Construction & Renovation Inc., K2 Intelligence, LLC, Kab Electric Corp, Kaback Enterprises Inc, Kader Lithographers, Kaeyer Garment-Davidson, Kafka Construction Inc, Kahn Gordon Timko & Rodriques, Kahuna Software Inc, Kai Kai Kiki NyLLC, Kajima Usa, Kalangala Infrastructure Svc, Kaltura Inc, Kanban Solutions LLC, Kane Davey Associates Inc, Kane Kessler Pc, Kanta Electric Corp, Kantor Davidoff Wolfe, Kaplan, Inc., Kaplow Communications, Kaprielian Enterprises, Kapris Inc, Karasyk & Moshella LLP, Karbone, Karbra Co, Karen Horney Clinic, Karen Martin, Karey Kassl Corp, Karim Rashid Inc, Kario Construction Corp, Karlitz & Co Inc, Kasirer Consulting, Katco Electric, Kate Spade and Company, Kathryn Mcwilliams, Training Professional, Katlowitz & Assoc, Katsky Korins LLP, Katz Dochterman & Epstein, Kauff Mcguire & Margolis LLP, Kauffman Brad A, Kaufman Astoria Studios, Kaufman Borgeest and Ryan, Kaufmann Gildin & Robbins LLP, Kaye Scholer LLP, Kazlow & Kazlow, Kbls, Kbr Ny, Kc Renovation, Kd Hercules Group Inc, Kddi International Inc, Keane & Beane Pc, Keevily Spero Whitelaw, Inc, Keith C Jewell Pc, Kel Mar Construction, Kel Medical Center, Kel Tech Construction Inc, Kelco Construction, Kellenberg Hs, Keller - North America, Kelley Drye and Warren LLP, Kellner Dileo Co Lp, Kelly Rode & Kelley LLP, Kelman Winston & Vallone, Kelnard Refrigeration, Kel-Tech Construction Inc., Kemnay Advisory Svc Inc, Kempinski Hotels S A, Ken Ben Industries, Kendal On Hudson, Kennedy Lillis Schmidt English, Kenny Liu, Kensington Publishing Corp, Kensington Vanguard, Kent Capital, Kepco Inc, Keri Coach Works, Kerley Walsh Matera-Cinquemani, Kerns Manufacturing Corp, Ketchum Inc., Kew Electrical Service Inc, Kew Gardens Dialysis Ctr, Kew Management, Key Developers Inc, Key Restoration Corp, Key Systems Inc, Keyme, Keystone Management Inc, Kg Construction Assocs Inc, Kgbtexas, Kgs-Alpha Capital Markets, L.P., Khan Enterprises Co Inc, Khurram Shehzad, Kica General Construction, Inc., Kid Island Dental At Great, Kiewit Infrastructure Co, Kim, Kim I Mchale & Assoc, Kim Seybert Inc, Kim Song & Assoc, Kimber Manufacturing Inc, Kimberly Hotel, Kimco, King & Co, King Wood, Kingfisher General Contracting Of Ny Inc., Kings Bay Ym-Ywha Inc,

Kings Brook Jewish, Kings Capital Constr Group Inc, Kings County Hospital, Kings Harbor Multicare Center, Kings Highway Orthopedic Assn, Kings Medical, Kings Pulmonary Assc, Kingsbridge Heights Lthhcp, Kingsbrook Jewish Medical Center, Kino International Corp, Kinturk Contracting Inc, Kips Bay Endoscopy Center LLC, Kirby Mcinerney LLP, Kiri Construction, Kirkland and Ellis LLP, Kirotec - Mes Group Corp, Kirschenbaum & Kirschenbaum Pc, Kiska Construction Inc, Kisman Dialysis, Kiss Group, Kitano Hotel New York, Kiwi Partners Inc, Klahr Glass Co, Klein & Solomon LLP, Klein Law Group Pc, Klein Zelman, Klein Zelman LLC, Kleinberg & Friedman, Kleinberg Electric Inc, Kleinberg Kaplan Wolff-Cohen, Klima New York LLC, Klk Electric Inc, Klm Ophthalmology, Klm/Air France & Lynxs Air Car, Klw Inc, Km Associates Of New York Inc, Knic Partners LLC, Knight Elec. Services Corp., Knight Nets Inc, Knightbridge Construction Corp, Knoa Software Inc, Knollwood Country Club, Kns Building Restoration Inc, Knuckles Komosinski & Elliot, Kobre & Kim LLP, Kochendorfer Group, Koehler & Isaacs LLP, Koenig Iron Works, Koeppel Martone & Leistman, Koeppel Nissan Inc, Kohlberg Kravis Roberts and Co, Kohn Pedersen Fox Associates, Kojin Industries Inc, Koko Contracting, Komanoff Center For Geriatric, Kopff Nardelli Dopf, Kordun Construction Corp, Kore Contracting, Kore Software Inc, Korean Air Lines, Kossoff PLLC, Kostelanetz & Fink, Kpa Group, Kpff Inc, Kpmg, Kps Capital Partners Lp, Kraft & Kennedy Inc, Kraft Kennedy & Lesser Inc, Kraftworks Limited, Kramer & Dunleavy, Kramer Dillof Livingston-Moore, Kranjac Tripodi Partners LLP, Kreisberg & Maitland LLP, Krez & Flores Lip, Krinos Foods Inc, Kristin Papesch, Vp Of Human Resources, Kroywen Rlty & Construction Corp, Krystal Touch Of Ny Inc., Ks Eng. Pc, Ks Renovation Group Inc, Kubricky Construction Corporation, Kucker & Bruh, Kudman & Trachten, Kuraray Dental, Kurzman Eisenberg Corbin Lever, Kutnicki/Bernstein Architects, Kuzmin & Assoc Pc, Kvb Partners, Kvl Audio Visual Services, Kwi, Kwiat, Kwittken and Company LLC, Kyle Conti Construction LLC, L & E Creative Printing Inc, L & L Holdings Co LLC, L & L Painting Co, L & M Builders LLC, L & M Roofing Co, L 3 Communications Holdings, L I Osteoporosis & Arthritis, L I Physicians Assoc Pc, L K Comstock & Company Inc, L M G Construction Corp, L Ron Hubbard Media Resources, L Russo Fence Co, L. A. Mays Inc., L.B. Electric Supply Co. Inc., L.B. Foster Company, L.K. Comstock & Company, Inc, L+M Development Partners, L-3 Communications Corporation, La Bottega, La Force & Stevens, La Guardia Community College, La Mar Plastic Packaging Ltd, La Peninsula Community Org, La Peninsula Community Organization, La Prairie, La Providencia Family Health, Lab 49 Inc, L'abbate Balkan Colavita Contini, Labco Electric Contracting Corporation, Lachase Construction Svc, Lachman Consultant Svc Inc, Lacina Heitler Architects, Lackenbach Siegel LLP, Laconia Nursing Home, Lacwk Ny LLC, Ladders Inc, Ladmar Associates Ltd, Lafayette Medical Management, Laforce, Laga Int Ltd, Lagardere North America, Inc., Laguarda Low Architects, Lake Construction Corp, Lake Group, Lakhani & Jordan Engineers Pc, Lakhi General Contractor Inc Po Box, Lakshmi Capital Management LLC, Laland Baptiste, Lalire March Architects, Lam Generation LLC, Lambo Mechanical Inc, Lambos Firm, Laminall Inc, Lamson & Cutner, Lancaster Development & Tully Construction Co., Lancer Insurance Company, Landesman Brothers Inc, Landform LLC, Landman Corsi Ballaine and Ford, Landmark Signs & Maintenance, Landmark Ventures, Landpex Development, Lane Associates,



Lane Construction, Langan, Langan Engineering, Language Works, Lanmark Group Inc, Lanmark Technical Svc Ltd, Lapadula Carlson & Co, Laperuta Construction Corp, Larocca Hornik Rosen Greenberg, Lascon Inc, Laser Electrical Contracting, Lasker Ice Rink, Latham and Watkins LLP, Latimer and Linden Management Co, Laughing Lotus Yoga Ctr, Laumic Co, Laundry Service, Laura Davidson Public Relation, Laura Electrical Lighting & Maintenance Service, Lauren A Baum Law Offices, Laurencewell and Pumpcoinc, Law Office Of Weinreb, Law Offices Barry Slbrzwg, Law Offices Of Jan G Johansson, Law Offices Of Jh Tanenbaum, Law Offices Of Norka M Schell, Law Offices-Kenneth A Wilhelm, Law Offices-Keshab Raj Seadie, Law Offices-Michael S Lmnsff, Law Offices-Robin Harris King, Law Office-Yuriy Moshes Pc Nyc, Lawless & Mangione LLP, Lawline.Com, Lawpac, Lawrence A Wein Stadium, Lawrence Hospital Center, Lawrence J Berger Pc, Lawrence Nursing Care Ctr, Lawrence Scott Events Ltd, Lawrence's Contractor Inc, Laws Construction, Inc., Lawyer Referral Information, Lawyers For Children, Lazare Potter & Giacovas, Lba Realty, L-C Construction Co, Lcor Inc, Ldi Color Toolbox, Le Vian Corp, Leader & Berkon LLP, League Treatment Ctr, Leahey & Johnson, Leake and Watts Services, Inc, Leap, Learnvest, Inc., Leasinc Limited, Leasing Direct Inc, Leav & Steinberg LLP, Leblon Holdings LLC, Lecht Sciences Inc, Lecroy Corporation, Lee & Associates, Lee Hecht Harrison LLC, Lee Jofa, Lee Strasberg Theater-Film, Leeding Builders Group LLC, Leewood Golf Club, Lefrak Organization, Left Right Inc, Legacy Builders, Legacy Builders/Developers Corp., Legal Interpreting Services Inc., Legal Options Inc, Legal Outreach, Legal Referral Svc Assn, Legal Services Nyc, Leggit Bogt Webb, Legion Lighting Co. Inc., Lehman College, Lehrer Mcgovern Bovis Inc, Lektric Installations Corp, Lemle & Wolff Inc, LendLease, Lenox Advisors, Lenox Hill Hospital, Lenox Hill Neighborhood House, Lenox Hill Radiology, Leo Ingwer Inc, Leon D. Dematteis Construction Corp., Leon Fuel Svc, Leon Henry Inc, Leonard Powers Inc, Leonid Jrupnik, P.E., Leopold Gross & Sommers Pc, Lepercq, Lera Consulting Structural Eng., Lerco Electric LLC, Lerman Diagnostic Imaging, Leroy Street Studio, Les Chateaux De France Inc, Les Csa, Leshkowitz & Co LLP, Leslie E Robertson Assoc, Lettire Construction Corp, Levelwing, Levest Electric Corp, Levidow Levidow Oberman, Levine & Blit PLLC, Levine Builders, Levinson & Santoro Electrical Corp, Levithan Mechanical Corp, Levitt-Fuirst Associates, Ltd, Levy & Sonet Attys, Levy Davis and Maher, LLP, Lewis & Kennedy Inc, Lewis Clifton Nikolaidis Pc, Lewis P C Jackson, Lexicon Communications Corp, Lexin Capital, Lexington Plastic Surgeon, Lexvia Inc, Lfb Media Group, Lhsa + Dp, Li & Fung Usa, Li Saltzman Architects P C, Liakas Law Pc, Lib, Libero and Associates LLC, Liberty Global Logistics LLC, Liberty Lines Inc, Libqual Fence Co, Library Hotel, Lic Beer Project, Licenders, Lichy & Kolb, Lico Contracting Inc, Lieber Chocolate & Food Prod, Liebhaber Construction Inc, Lieff Cabraser Heimann, Lif Industries, Inc., Life's Worc Inc, Lifespire, Lifetime Plumbing, Lifetime Renovations Inc, Lifexpress Inc, Lifshutz & Lifshutz Pc, Light House Designs, Inc., Lighting Design & Application, Lighting Design Group, Lighting Express, Lightspec, Likeable Local, Lim College, Limnes Corp., Limosys Inc, Lincoln Equities Group LLC, Linden Alschuler & Kaplan, Lindsay, Lindsay Goldberg, Linear Environmental Corp, Linear Lighting Corp, Link Theory Holdings Inc., Lion Heart Electric Corp, Lipa/National Grid, Lippolis Electric, Lipsky Goodkin & Co Pc, Liquid Technology, Liro Program & Construction Management, Lirr, Lissner & Lissner

LLP, Litehouse Builders, Inc., Litespeed Electric, Little Bird, Little Flower, Little Man Parking, Little Sisters-The Assumption, Little Tikes Play Structures, Littlewolf The Cabinet Shop, Littman Krooks LLP, Liu Electric LLC, Live X, Livingston Electrical Assoc, Liz & Botshon, Lizardos Engineering Assoc Pc, Lkbn Neurology Assoc, Lloyd & Co, Lmc Physician Services, Pc, Lmi, Lmw Engineering Group, LLC., Lnd Inc, Lo Sardo General Contractors Inc, Loan Syndications and Trading Assn, Inc., Local Office Landscape Architecture, Locator Search LLC, Loduca Associates, Loeb and Troper LLP, Loffredo Brooks Architects, Logicworks, Logistics, Logon Sa, Logos Consulting Group LLC, Lollytogs Limited, Lombard Risk Intl Usa, Lombardi & Assoc, Lombardi Design, Lombardy Hotel, Lompo Federal Credit Union, London Fischer LLP, London Lennie's, London Luxury, London Meat Co, Long Beach Reach, Long Beach School District, Long Island Blood Svc, Long Island Business Inst, Long Island Cardiovascular, Long Island Care, Long Island Care Center, Long Island Concrete Inc, Long Island Consultation Ctr, Long Island Fireproof Door Inc, Long Island Fqhc, Inc., Long Island Graphic, Long Island Heart Assoc, Long Island Internal Medicine, Long Island Jewish, Long Island Jewish Medical Center, Long Island Kidney Assoc Pc, Long Island Laser Bounce, Long Island Queens Hearing, Long Island Rail Road, Long Island Tinsmith Supply Corporation, Long Island University, Long Island Vitreo Retinal, Long Term Home Health Care, Loring Consulting Engineers, Inc, Loring Software, Los Ninos Services Inc, Losardo General Contractor, Lothrop Associates LLP, Lotte New York Palace, Loughlin Management Partners, Louis Grandelli Law Office, Louis J Maccarone Plbg & Htg, Louis Shiffman Electric, Louis Tamis Jewelry, Love To Care, Lovell Safety Management LLC, Lovett Productions Inc, Lower East Side Construction, Lower Eastside Service Center, Inc., Lower Hudson Regional Info Ctr, Lower Manhattan Development Corporation, Lower Manhattan Dialysis Ctr, Lower Manhattan Health Ctr, Lowey Dannenberg, Lowitt Alarms, Loxme Group, Inc., Loy Center, Loyal Kasper, Lrl Construction Inc, LRC Construction, Lsl Construction Svc Inc, Lss Contracting LLC, Lt Apparel Group, Ltu Technologies Inc, Lua Technology Inc, Lucas & Mercanti LLP, Lucky LLC, Ludl Electronic Products, Ludwig Group, Inc, Lufthansa, Luhi Summer Programs, Lui Choy PLLC, Lukasiewicz Design Inc, Lum Danzis Drasco Positan, Lunt-Fontanne Theatre, Lurie Ilchert Macdonnell-Ryan, Luskin Stern Eisler LLP, Lutheran Medical Center, Lutz & Carr, Lux Builders, Inc, Luxottica Group, Luxury Attach, Lycee Francais De New York, Lyden Gardens Hotel, Lynbrook Restorative Therapy and Nursing, Lynch Daskal Emery LLP, Lyneer Search Group, Lynn Cahill LLP, Lynn H Ratner Pc, Lyons & Donahue Contracting, Lyons MCGovern LLP,

Employer Class Defendant.

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The Plaintiffs, ALBERT E. PERCY and Percy Jobs and Careers Corporation an IRC 501(c)(3) non-profit, as Class Representatives, by their attorney James M. Kernan of the Kernan Professional Group, LLP, states as follows:

## **FACTS AND GROUNDS FOR CAUSES FOR ACTION**

1. This is a class action by persons who are ready, willing and able to work for the businesses represented by industry leaders, industry leaders identified by Don & Bradstreet by Standard Industrial Classification ("SIC") and North American Industrial Classification System (NAICS") classification codes, as defendant class representative industry leaders fairly and vigorously able to represent the interests of the Employer Class Defendant to defend this Class Action.
2. This action involves liability of the Employer Class Defendant for unlawful employment practices of discrimination based on Plaintiffs' ability to meet their burden of production and persuasion proving that Plaintiffs demonstrated that there was a less discriminatory alternative method of employment practice ("Alternative Employment Practice").
3. The Plaintiffs have demonstrated an alternative employment practice ("Alternative Employment Practice") to the Employer Class Defendant, members of which have refused to adopt the Alternative Employment Practice after demonstration to persuade as defined and 42 U.S.C. 2000d. Such refusal to adopt is an illegal employment practice under 42 U.S.C. 2000 e-2.
4. The Plaintiffs made the demonstration in accordance with the law as it existed on June 4, 1989 with respect to an Alternative Employment Practice, described in subparagraph (C) referred to by subparagraph (A)(ii) of 42 U.S.C. § 2000e-2(k)(1). The Defendant respondent has refused to adopt such Alternative Employment Practice without valid justification, violating 42 U.S.C. § 2000e-2 of the Civil Rights Act of 1964 as amended in 1991.
5. This Alternative Employment Practice was developed as a private solution after New York State failure of Governors Executive Order 45, which was the settlement provided to the Percy Class in settlement of Percy v. Brennan.
6. The members of the Defendant Class as identified herein have failed to identify an overriding business purpose for their current employment practices which have a more disparate impact on the Percy Class of black and Spanish surnamed persons, failing to justify the continuation of current employment practices that do not adopt the Alternative Employment Practice.
7. Failure to have an overriding business purpose for not adopting the Alternative Employment Practice entitles the Percy Class to injunctive and declaratory relief compelling adoption of the Alternative Employment Practice by all members of the Defendant Class that received a demonstration of the Alternative Employment Practice but failed and refuse to adopt it.
8. This action by the Class Plaintiff is to enforce the benefit of the Alternative Employment Practice demonstrated to the industry leaders to persuade the members of the Employer Class Defendant to adopt the Alternative Employment Practice defined in related Case at ([Complaint Case 21-cv-01421 Document #1](#)) at paragraphs 656-629 as the Percy Program, also set forth at Case 21-cv-01421, [Document #6 Attachment #22](#),.
9. In addition, this action is for breach of contract brought by the Percy Class as third-party beneficiaries for violating conditions of contracts, including but not limited to Presidential [Executive Order 11246 \("EO 11246"\)](#), [document #6, attachment 21 in EDNY Case No. 21-cv-](#)



[001421-BMC](#).and Governor's [New York State Executive Order 45 \(9 NYCRR 3.45\)](#), [document #6, attachment 14 in EDNY Case No. 21-cv-001421](#).

10. Plaintiff will prove by statistical evidence warranting equitable relief by injunction or declaratory judgment against each Defendant individually and as members of the Employer Class Defendant, relief to redress violations of constitutional and civil rights of the Class Plaintiff as proven at the time of trial of this action.

### **Precedent, Authority and Jurisdiction**

11. This action is grounded on the record in US SDNY Case 73-cv-04279, the case file archived as potentially of national significance in St. Louis, Missouri, the case file returned from St. Louis to the National Archives in New York City, returned upon the request on behalf of Plaintiffs, and certified by the National Archives to the United States District Court for the Southern District of New York, which record was then filed by ECF as the Docket on Appeal to the United States Second Circuit Court of Appeals 17-2273.
12. A lead action ([Complaint Case 21-cv-01421 Document #1](#)) has been filed in the US Federal Court for the Eastern District of New York against the State of New York and others for failure of settlement involving [New York State Executive Order 45 \(9 NYCRR 3.45\)](#), ("EO 45") [document #6, attachment 14 in EDNY Case No. 21-cv-001421](#). That action is grounded upon the final and enforceable Memorandum/Order ("Memorandum/Order") of Judge Lasker reported [at 384 F Supp 800 of November 8, 1974, document #6, attachment 3 in EDNY Case No. 21-cv-001421](#), settled by agreement accepting Defendant New York State's offer of EO 45. The problem is that [EO 45, document #6, attachment 14 in EDNY Case No. 21-cv-001421](#), failed and the Percy Class was never notified of the failure - Governor of the State of New York offered a settlement of Percy v. Brennan in case 73-cv-04279 that is unenforceable, paragraphs 528-553 of ([Complaint Case 21-cv-01421 Document #1](#)).
13. Liability is for violation of 42 U.S.C. §§2000e-2, rights secured to the Percy Class as the Complaining Party, liability of the Employer Defendants under the 5th and 14th Amendments to the United States Constitution, 42 U.S.C. §§§§ 2000e-2, 1981, 1983, 1985, and United States [EO 11246, document #6, attachment 21 in EDNY Case No. 21-cv-001421](#), for breach of contract where such Employer Defendants have breached contractual conditions requiring compliance with [EO 11246, document #6, attachment 21 in EDNY Case No. 21-cv-001421](#), by failing to affirmatively provide equal employment opportunity to members of the Percy Class as third-party beneficiaries to contracts with Employer Defendants, contracts funded from federal funding requiring compliance with the Civil Rights Act, regulations, laws and US constitutional provisions recited in [EO 11246, document #6, attachment 21 in EDNY Case No. 21-cv-001421](#). Members of the Percy Class are beneficiaries specifically identified in contracts as conditions and obligations where Federal Funding is involved. These conditions of contracts specify compliance with [EO 11246, document #6, attachment 21 in EDNY Case No. 21-cv-001421](#)
14. The Alternative Employment Practice under the Civil Rights Act of 1964, and specifically 42 USCA §2000e-2 and §2000d as amended in 1991 (the "Civil Rights Act"), is delivered with

workers' compensation coverage. All employment is required to be covered by workers' compensation. Along with the payment of benefits to cover injury and death while on-the-job as required in under New York Workers' Compensation Law §10, workers' compensation coverage also includes safety training and loss control management.

15. Using workers' compensation coverage as the delivery method for the Alternative Employment Practice to provide apprenticeship for new hires and continuing education for existing employees, the practice provides skills to educate workers to competently and safely perform work, protect themselves and people with whom they come into contact. Too long employees have struggled without being provided the skills necessary to protect themselves and the communities they serve, including the general public with whom they come in contact.
16. The Percy Program established apprenticeship programs as an Alternative Employment Practice to be provided with workers' compensation insurance coverage as part of safety management and loss control. All employment is covered by workers' compensation insurance. The Alternative Employment Practice set forth at ([Complaint Case 21-cv-01421 Document #1](#)) the Alternative Employment Practice at paragraphs 656-629 as the Percy Program, also set forth at Case 21-cv-01421 [Document #6 Attachment #22](#), incorporates apprentice training into the workers' compensation loss control and safety training of employees, by enrolling new entrants to the workforce to work alongside existing journeypersons, growing the depth of skilled workers, skilled workers whose ranks are being diminished through age and attrition. The workers' compensation carrier subsidizes the apprenticeship programs by recognizing the savings in reduction of losses which reduces the exposures and liabilities of the claims required to be paid by the workers' compensation insurance carrier. The Alternative Employment Practice is delivered as a function of safety and loss control management with workers' compensation through paid on-the-job apprentice training and continuing education involving apprentice training under the Fitzgerald Act (29 U.S.C. §50 commonly known as the National Apprenticeship Act of 1937, section 1 (29 U.S.C. 50) under U.S. Department of Labor's Bureau of Apprenticeship and Training (BAT) and C.F.R. T. 29, Subt. A, Pt. 29 and Pt. 30, made a part of workers' compensation coverage required of all employment.
17. Although the employers are not named in the original Percy v. Brennan case, Case 73-cv-04279. reported at [384 F Supp 800 of November 8, 1974](#), [document #6, attachment 3 in EDNY Case No. 21-cv-001421](#), the Employers Defendants in fact are required to provide real affirmative action.
18. The Percy Class has been constantly denied access to apprenticeship to gain skills to compete for employment, entitling the Percy Class to actual damages for lost wages, for lost opportunity compensation, damages also affecting members of the Percy Classes' children and families, significantly disadvantaged in education and skills, struggling to get a job.

## VENUE

19. The basis of the venue in the United States Federal Court for the Eastern District of New York is because a substantial part of the events giving rise to the claims made herein occurred in the

Eastern District of New York, Albert E. Percy resides in the Eastern District of New York, and Plaintiff Percy Class is predominately situated in the Eastern District of New York.

## PARTIES

### Plaintiffs:

20. Plaintiff Albert E. Percy, (“Percy”) certified as the class representative of the certified class by Judge Lasker in the Memorandum/Order [at 384 F Supp 800, page 811](#), [S.D.N.Y. 1974] in Case 73-cv-04279, and at [document #6, attachment 3 in EDNY Case No. 21-cv-001421](#), the Class certified in Percy v. Brennan, Federal District Court SDNY Case 73-cv-04279, reported at [384 F. Supp 800, at Page 808](#), docketed in US 2nd Circuit Court of Appeals appeal No. 17-2273 Docket #97 page 0003 and Docket #99 page 640, and [document #6, attachment 3 in EDNY Case No. 21-cv-001421](#) (the “Percy Class”) is fully capable of learning to perform and/or performing skilled occupations as apprentices and journeypersons. Percy, as the Complaining Party, a member of the Percy Class, was denied equal employment opportunities, and remains a proper representative of the Percy Class. Percy’s personal and business interests and the claims hereinafter set forth are fully aligned with those of the Class.
21. Standing was found by the Lasker Court in its Memorandum/Order stating the Percy Class has alleged “such a personal stake in the outcome of the controversy as to assure that concrete adverseness which sharpens the presentation of issues upon which the court so largely depends for illumination of difficult constitutional questions” citing “[Baker v Carr, 369 US 186,\(1962\) 82 S Ct 691, 7 L Ed 2d 663, document #6, attachment #6, in EDNY Case No. 21-cv-001421](#) (see [Flast v Cohen, 392 US 83, \(1968\), 88 S Ct 1942, 20 L Ed 2d 947 \(1968\)\)” document #6, attachment #7, EDNY Case No. 21-cv-001421](#). In Percy v. Brennan, black and Spanish-surnamed workers were alleged to “have been and continue to be denied employment in the New York construction industry, demonstrating the Percy Class continues to have a personal stake”, [384 F Supp 800, page 808](#) [S.D.N.Y. 1974], [document #6, attachment 3 in EDNY Case No. 21-cv-001421](#), and 17-2273, Docket #99, Appendix 1, Volume 3, page 684.
22. The Memorandum/Order of Judge Lasker in the Percy Action, Percy v. Brennan, [384 F. Supp. 800, \(S.D.N.Y. 1974\)](#), [document #6, attachment 3 in EDNY Case No. 21-cv-001421](#), page 811 in 17-2273, Docket #99, Appendix 1, Volume 3, page 660, granted Plaintiffs motion to be maintained as a class and found standing to seek relief for the enforcement of [EO 11246, document #6, attachment 21 in EDNY Case No. 21-cv-001421](#) as a class of persons that [EO 11246, document #6, attachment 21 in EDNY Case No. 21-cv-001421-BMC](#) was designed to protect from injuries resulting from racial discrimination within the protections of the Fifth and Fourteenth Amendments to the Constitution, 42 USC 1981, and has met the requirements of subdivisions 2 and 3 of FRCP 23. See also, Docket #99, Appendix 1, Volume 3, page 653 in 2nd Circuit Appeal 17-2273.
23. The Class defined and certified by Judge Lasker in Case 73-cv-04279 was “all black and Spanish-surnamed persons who are capable of performing, or capable of learning to perform, construction work, and who wish to perform construction work within the jurisdiction of unions

that are members of the Defendant Building and Construction Trades Council of Greater New York” with Plaintiff Albert Percy designated as the Class Representative ([384 F Supp 800, at page 811, document #6, attachment 3 in EDNY Case No. 21-cv-001421](#), and 17-2273, Docket #99, Appendix 1, Volume 3, Page 660).

24. The Order certifying the Class in Case 73-cv-04279 is at [384 F. Supp. 800, \(S.D.N.Y. 1974\)](#), [document #6, attachment 3 in EDNY Case No. 21-cv-001421](#) and 17-2273 Docket 97, Appendix 1, Volume 3 of 3, page 640
25. Plaintiff Percy Jobs and Careers Corporation is an Internal Revenue Code 501(c)(3) non-profit managing apprentice training at the Maritime College State University Of New York, PO Box 351, 6 Pennyfield Ave, Bronx, NY 10465.

### **Defendants:**

26. Defendants are named individually and as representatives of a class of employers (“Employer Defendants”) to which the Plaintiff has demonstrated an alternative employment practice ("Alternative Employment Practice"). The Defendants are industry leaders identified as class representatives with the expectation that those industry leaders will protect the interests of the Class, being employers to which the Plaintiff demonstrated the Alternative Employment Practice in an effort by the Plaintiff to persuade the specifically identified Employer Defendants which number 8,773 as set forth on Attachment #1.

### **NUMEROSITY**

27. The number of members of the Percy Class are essentially unenumerable but are not indeterminate as certified in the Percy v. Brennan action Case 73-cv-04279 being enforced here.
28. The Class defined and certified by Judge Lasker, as all black and Spanish surnamed persons residing in and about the City of New York is an extremely large class. To identify the Class, Percy counsel has caused to be sent out long overdue Notices of Settlement as Notices of Enforcement of the Settlement of Percy v. Brennan Case 73-cv-04279. Included in the mailing the Alternative Employment Practice demonstrated to and urged that the Employer Defendants adopt. This identification will provide specificity as to the members of the Percy Class entitled to relief.

### **COMMON ISSUES OF LAW AND FACT**

29. The issues of law and fact determining the claims of the Percy Class, that the Employers Defendants named in this action, have caused, are causing, and will continue to cause serious, permanent and irreparable economic and social injury and damage to the Percy Class, are common to all members of the Class.
30. The common issues of law and fact must be determined in order to fashion an appropriate equitable remedy and provide relief for the benefit of the Percy Class.

### **JUDICIAL ECONOMY**

31. This action avoids the prosecution of separate actions by multiplicity of actions involving the same individual members of the Percy Class and the same Owners which would create a

likelihood of inconsistent or varying adjudications with respect to individual members of the Percy Class.

32. The Percy Class has been denied and deprived of an opportunity to compete effectively within the American free enterprise system and as a result the members of the Percy Class have sustained serious and ongoing damages, that if the wrongdoing of the Defendants is not enjoined and prevented, chronic damage will continue unabated.

### **AS AND FOR A FIRST CAUSE OF ACTION**

33. The Plaintiffs repeat and reiterate the allegations set forth above as though fully set forth herein.
34. The Percy Program (paragraphs 241 – 274, paragraphs 275 – 276, and paragraph 275 – 280 of [\(Complaint Case 21-cv-01421 Document #1\)](#)), presented as the Alternative Employment Practice, is delivered as a function of safety and training with workers' compensation under the covered payroll. The Percy Program is an Alternative Employment Practice, an element of a workers' compensation coverage. Apprenticeship is a function of safety training and loss control management of workers' compensation insurance, apprentices recruited and sponsored through employment or provided through a subcontract with apprentice training under the National Apprenticeship Act of 1937 occurring by three methods: (1) coordinated with joint apprenticeship labor-management counsel involving unions, (2) by sponsorship by an employer, or (3) by sponsorship by a trade association.
35. All employment is required to be covered by workers' compensation. Along with the payment of benefits to cover injury and death while on-the-job as required in under New York Workers' Compensation Law §10, this Alternative Employment Practice of apprentice training is covered as part of workers' compensation coverage as registered apprenticeship with risk-management, safety training and loss control.
36. The Plaintiff is able to meet its burden of production and persuasion proving that there was a less discriminatory alternative method of employment practice available that the Employer Defendants could have adopted, failing to adopt the Alternative Employment Practice without valid justification is an unlawful employment practice violating 42 U.S.C. § 2000e-2(k)(1)(A)(ii) and (k)(1)(C) of the Civil Rights Act of 1964 as amended in 1991.
37. The Alternative Employment Practice answers the need for the Percy Class to obtain competitive skills by utilizing registered apprenticeship meeting the requirements of the Fitzgerald Act (29 U.S.C. § 50 commonly known as the National Apprenticeship Act of 1937, section 1 (29 U.S.C. 50) under U.S. Department of Labor's Office of Apprenticeship and Training (BAT) and 29 C.F.R, Subt. A, Pt. 29 and Pt. 30. Apprenticeship is the process of learning a skilled occupation through both on-the-job training (practical, paid experience) and learning the related technical knowledge in a classroom. Candidates must be 18 years old and possess a GED (the Alternative Employment Practice will help a candidate obtain a GED). Enrollment must be done openly under the procedures established by federal and state regulations for Minimum Qualifications Review and Eligibility List Ranking using for: educational achievement, work experience,



seniority, job aptitude, oral interview, and general demographic inquiries to determine a score for ranking for eligibility to be enrolled in OJT and continuing education.

38. Plaintiff Percy and the Class he represents are entitled to injunctive relief as demanded and actual damages for lost wages, for lost opportunity and compensation as money damages for the families of the members of the Percy Class, their children growing up in poverty, significantly disadvantaged in education and skills, struggling to get a job, entitled to compensation as money damages to be determined at trial in this litigation.
39. The members of the Percy Class have been and are ready, willing and able to work, persistently wanting to work, but have been constantly deprived and denied work, damaging the members of the Percy Class, and damaging the families of the members of the Percy Class, their children growing up in poverty, significantly disadvantaged in education and skills, struggling to get a job, in an amount to be determined at trial.

### **AS AND FOR A SECOND CAUSE OF ACTION**

40. Upon information and belief, Defendant has accepted Federal funding containing conditions of compliance with Civil Rights Act of 1964 and [EO 11246](#), document #6, attachment 21 in EDNY Case No. 21-cv-001421-BMC.
41. Government Agencies set forth in [Complaint Case 21-cv-01421 Document #1](#) are charged with enforcing [EO 11246](#), document #6, attachment 21 in EDNY Case No. 21-cv-001421-BMC and laws as contractual conditions to Federal Funds for public work facilities, and are therefore liable for the foregoing lost wages, lost benefits and lost opportunity to which the Percy Class is entitled as intended beneficiaries.
42. [EO 11246](#), document #6, attachment 21 in EDNY Case No. 21-cv-001421-BMC seeks to implement the anti-discrimination program of the Civil Rights Act of 1964 and is directed at all government contractors. Section 2 02(1) of the Order provides: "The contractor will take affirmative action to ensure equal employment opportunity. Such action shall include but not be limited to the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship", 30 Fed. Reg. 12, 319 (1965), the "color blind" approach envisioned in [EO 11246](#), document #6, attachment 21 in EDNY Case No. 21-cv-001421-BMC, §202(1) of [EO 11246](#), document #6, attachment 21 in EDNY Case No. 21-cv-001421-BMC, 30 Fed. Reg. 12, 319(1965), provides that: The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include but not be limited to the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

43. The necessary elements of a prima facie cause of action for violation of 42 U.S.C. §2000e-2 exists, depriving rights thereunder, secured to the Percy Class as the Complaining Party by the 5th and 14th Amendments to the United States Constitution, 42 U.S.C. §§ 1981, 1983, 1985, and such employer has breached contractual conditions requiring compliance with [EO 11246](#), document #6, attachment 21 in EDNY Case No. 21-cv-001421-BMC).
44. The Employer Defendants and the Class of Defendant Employers have ignored the mandate of [EO 11246](#), document #6, attachment 21 in EDNY Case No. 21-cv-001421-BMC, as well as several other federal regulations specifically identified in the contract, causing and continuing to cause disparate impact discrimination that these statutes, orders, and regulations were designed to remedy.
45. Plaintiff Percy and the Class he represents are entitled to injunctive relief and actual damages for lost wages, for lost opportunity and compensation as money damages for the families of the members of the Percy Class, their children growing up in poverty, significantly disadvantaged in education and skills, struggling to get a job, entitled to compensation as money damages to be determined at trial in this litigation.

### **RELIEF**

Plaintiffs collectively pray that this Court:

On the First Cause of Action, injunctive and declaratory relief compelling adoption of the Alternative Employment Practice by all members of the Defendant Class that received a demonstration of the Alternative Employment Practice, have failed to identify an overriding business purpose for their current employment practices which have a more disparate impact on the Percy Class of black and Spanish surnamed persons to justify the continuation of current employment practices that do not adopt the Alternative Employment Practice, and damages must be stopped and rectified;

On the Second Cause of Action, award Plaintiffs actual damages for lost wages and benefits and lost opportunity damages to the Percy Class and damaging the families of the members of the Percy Class, their children growing up in poverty, significantly disadvantaged in education and skills, struggling to get a job, in an amount to be determined at trial;

Award Plaintiffs liquidated damages to be determined;

Award Plaintiffs pre- and post-judgment interest at the statutory rate;

Award Plaintiffs attorneys' fees, expert fees, costs, and disbursements;

Award Plaintiffs further and additional relief as this Court deems just and proper; and

Treating this as a Private Attorney General Action under 42 U.S.C. 1988 insofar as may be necessary to provide the relief requested in this Complaint together with reimbursement of attorney fees, expert fees, costs and disbursements;

All together with such other and further relief as shall seem just and proper under the

circumstances.

**Pursuant to Fed. R. Civ. P. 39, demand is made for trial by jury on all the issues so triable.**

Dated: April 20, 2021

/s/James M. Kernan

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